ful and cannot be licensed does not prevent the collection of a privilege tax, as held in the principal case. *Pervear v. Com.*, 5 Wall., 475; *Youngblood v. Sexton*, 32 Mich., 406. But the imposition of a privilege tax upon a business that is illegal does not operate to legalize the business. *Blaufield v. The State*, 103 Tenn., 593. And the mere payment of a United States internal revenue tax does not convey authority to carry on a business, prohibited by a state law. *License Tax Cases*, 5 Wall., 462; *State v. Funk*, 27 Minn., 312. Likewise, the payment of a tax on an article used in a prohibited business cannot render its use lawful. *State v. Doon*, 1 R. M. Charlt. (Ga.), 1.

MARRIAGE—ANNULMENT—GROUNDS.—GONDOUIN V. GONDOUIN, 111 PAC., 756 (CAL.).—*Held*, that a man who has been having illicit intercourse with a woman prior to his marriage with her cannot have the marriage annulled on the ground that it was brought about by the woman falsely representing that she was pregnant by him.

The general American view is in accord with the case under consideration and will not allow fraud to vitiate a marriage unless it is such fraud as affects an essential element of the marriage relation. *Crane v. Crane*, 62 N. J. Eq., 10; *Franke v. Franke*, 31 Pac., 571; *Todd v. Todd*, 149 Pa., 60. The fraud was not held to be so affecting an essential relation when the plaintiff was induced to marry the defendant owing to false representations of pregnancy made by her, even though the marriage was never consummated by cohabitation; *Tait v. Tait*, 23 N. Y. Supp., 591. Nor does it matter whether the representations of pregnancy are true or false; *Hoffman v. Hoffman*, 30 Pa. St., 417, nor whether the defendant was really pregnant by another man at the time of her marriage to a plaintiff with whom she had also had illicit intercourse; *Donnelley v. Strong*, 175 Mass., 517; *Bartholomew v. Bartholomew*, 14 Pa. County Ct., 230. The concealment of pregnancy at the time of the marriage, if such pregnancy was caused by the husband is not sufficient to vitiate the bond. *Creherne v. Creherne*, 97 Mass., 330. The only leading case in opposition is *Di Lorenzo v. Di Lorenzo*, 174 N. Y., 46, but there the facts were extraordinary, for the defendant represented that she was pregnant by the plaintiff, her future husband, when she was in fact pregnant by another man, and the marriage was not performed until this child had been born, and the plaintiff afterwards discovered that the child so presented to him as his offspring was not even the child of the defendant, in fact, but that of another woman.

MASTER AND SERVANT—ASSUMPTION OF RISK.—PERRY-MATTHEWS—BUSKIRK STONE CO. V. BENNETT, 93 N. E., 238 (IND.).—*Held*, that the risk is not assumed within the meaning of the rule that debars recovery when the injured party really knew there was some danger, unless the danger was appreciated.

To charge a servant with an assumption of the risk of a danger it must be shown that such servant not only knew of the defect, but also appreciated the danger therefrom. *Avery v. Nordyke & Marmon Co.*, 34

Ind. App., 541. The case of *Mundle v. Hill Mfg. Co.*, 86 Me., 400, says, a servant does not assume a risk where he merely knows there is some danger, without appreciating it. And *Prendible v. Conn. River Mfg. Co.*, 160 Mass., 131, holds that where there is nothing to show that a servant injured by reason of a defective staging appreciated the danger from working on the staging, he cannot be held to have assumed the risk. But *Feely v. Pearson Cordage*, 161 Mass., 426, holds, where an employee is injured by a known risk of the employment assumed by him, it is immaterial that he did not know the precise extent or character of the injury liable to be sustained therefrom. However, *Lee v. So. Pac. Ry. Co.*, 101 Cal., 118, holds that an employe does not assume the risk of injury from a defect in the machinery which is known to him, unless the danger arising from the defect is also known or reasonably apprehended by him. And *Choctaw, O. & G. R. Co. v. Jones*, 77 Ark., 367, goes farther in saying, that where a servant was injured in consequence of the master's negligence, the master in order to show that the servant assumed the risk, must prove that the servant voluntarily subjected himself to the new danger with full appreciation thereof. The case of *Siegel, Cooper & Co. v. Troka*, 115 Ill. App., 56, sums up the matter in holding, where a servant, at the time he entered the employ of his master, did not know of a particular defect from which his injury subsequently resulted, he cannot be said to have assumed the risk, unless he subsequently and prior to his injury learned of such defect, appreciated its dangerous character, and, notwithstanding, remained in the employ of his master without complaint.

MASTER AND SERVANT—INJURIES TO SERVANT AFTER NOTICE OF DEFECT GIVEN TO MASTER.—CROMER V. BORDERS COAL CO., 92 N. E., 926 (ILL.).—*Held*, that where a mine employee notified his master of the dangerous condition of tracks for cars in a mine, and secured a promise to repair, he is entitled to continue to work until the employer was given a reasonable time in which to effect repairs without assuming the risk of injury.

A servant assumes the ordinary risks of his employment and is bound to protect himself. *Southern Cotton Oil Co. v. Skipper*, 125 Ga., 368. Although he assumes the incidental risks, he does not assume those created by the negligence of the master. *St. Louis Ry. Co. v. Tuohey*, 67 Ark., 209. A servant is justified in continuing in a dangerous employment on the promise of the master to remedy a defect in the place of work. *Vion v. Brooks-Scanlon Lumber Co.*, 99 Minn., 97; *Cudahy Packing Co. v. Shoumal*, 60 C. C. A., 306; *Swift & Co. v. O'Neill*, 187 Ill., 337; *Nash v. Dowling*, 93 Mo. App., 156; *Spencer v. Northington*, 60 N. Y. S., 873. Because, if a servant, having a right to abandon the services because of the danger, refrains from doing so in consequence of assurances that the danger shall be removed, the duty to remove the defect is manifest and imperative, and the master is not in the exercise of ordinary care unless or until he makes his assurances good, which assurances remove all ground for the argument that the servant by continuing the employment engages to assume its risks. *Roux v. Blodgett & Davis Lumber Co.*, 85 Mich., 519.